



BURLINGTON NORTHERN

LAW DEPARTMENT

176 East Fifth Street  
St. Paul, Minnesota 55101  
Telephone (612) 298-2121

RECORDATION NO. 6194 Filed 1425

MAR 19 1981 -2 PM

INTERSTATE COMMERCE COMMISSION

March 13, 1981

1-078A/00

Date \_\_\_\_\_

File # \_\_\_\_\_

100 Washington, D.C.

Office of the Secretary  
Interstate Commerce Commission  
Washington, D.C. 20423

Gentlemen:

Enclosed for filing, pursuant to Section 11303 of the Interstate Commerce Act, are three counterparts of a Supplemental Agreement dated October 20, 1980, supplementing an Agreement wherein there was established "Burlington Northern Inc. Equipment Trust of 1971, Series 2."

A general description of the equipment covered by the enclosed supplement is as follows: One 26,000 gallon tank car, numbered BN 875074.

The equipment trust lease and agreement constituting the equipment trust was recorded with the Interstate Commerce Commission pursuant to Section 11303 of the Interstate Commerce Act and assigned a recordation number as follows:

	<u>Date Recorded</u>	<u>Recordation Number</u>
Burlington Northern Inc. Equipment Trust of 1971, Series 2	7-17-71	6194

The names and addresses of the parties to the Supplemental Agreement are as follows:

Citibank, N.A., 5 Hanover Square, New York,  
New York 10043

Burlington Northern Inc., 176 East Fifth Street,  
St. Paul, Minnesota 55101

*Handwritten signature: Steven C. L. [unclear]*

Interstate Commerce Commission  
March 13, 1981  
Page Two

The unit of equipment described above will have fastened on each side thereof a metal plat bearing the following words, or such words will be otherwise plainly, distinctly, permanently and conspicuously marked on each side thereof, in either case, in letters not less than one inch in height:

"BURLINGTON NORTHERN EQUIPMENT TRUST OF 1971,  
SERIES 2. MORGAN GUARANTY TRUST COMPANY OF  
NEW YORK, TRUSTEE, OWNER, LESSOR."

Such equipment will also be lettered "Burlington Northern Inc.", "Burlington Northern", "BNI" or "BN", or in some other appropriate manner for the purpose of identification of the leasehold interest of Burlington Northern Inc. therein.

Also enclosed is a check in the amount of \$10.00 payable to you as Secretary of the Commission covering the cost of recording the attached Supplemental Agreement.

Please stamp one counterpart with the recordation data of the Commission and return it to the bearer of this letter, Mrs. Carolyn H. Kunkel, Kunkel Transportation Services, Inc., 523 Pennsylvania Building, 425 13th Street N.W., Washington, D.C. 20004.

Very truly yours,

  
James W. Becker  
Assistant General Solicitor

JWB/dr

Enclosures

3/19/81

**Interstate Commerce Commission**  
Washington, D.C. 20423

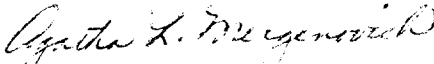
OFFICE OF THE SECRETARY

**James W. Becker**  
**Assistant General Solicitor**  
**Burlington Northern**  
**176 East Fifth Street**  
**St. Paul, Minnesota 55101**

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on **3/19/81** at **2:00pm**, and assigned recordation number(s). **6194-D**

Sincerely yours,

  
Agatha L. Mergenovich  
Secretary

Enclosure(s)

SE-30  
(7/79)

Executed in 7 Counterparts of  
which this is Counterpart No. 1

BURLINGTON NORTHERN INC. EQUIPMENT TRUST OF 1971, SERIES 2

REGISTRATION NO. 6194-2 FILED 1425

Supplemental Agreement

MAR 19 1981 -2 00 PM

INTERSTATE COMMERCE COMMISSION

AGREEMENT dated as of the 20th day of October, 1980, by and between CITIBANK, N.A. (successor to MORGAN GUARANTY TRUST COMPANY OF NEW YORK), a national banking association duly organized and existing under the laws of the United States of America, as successor trustee (hereinafter called the "Trustee"), party of the first part, and BURLINGTON NORTHERN INC., a corporation duly organized and existing under the laws of the State of Delaware (hereinafter called the "Company"), party of the second part.

WHEREAS, by a certain Agreement and Lease dated as of June 1, 1971 (hereinafter called the "Agreement"), executed by the Trustee and the Company, there was established "Burlington Northern Inc. Equipment Trust of 1971, Series 2"; and

WHEREAS, by the terms of the Agreement, the Trustee did let and lease to the Company certain units of railroad equipment described in Page 3 of the Lease Dated as of June 1, 1971 as amended (hereinafter called the "Trust Equipment") for a term of 15 years from and after June 1, 1971, upon the terms and conditions therein specified; and

WHEREAS, certain of the units included in the Trust Equipment so described have been destroyed and the Company pursuant to Article Seventh of the Agreement, pending replacement of such destroyed Trust Equipment, has deposited, in cash, with the Trustee the fair value as of the date of destruction of the Trust Equipment destroyed; and

WHEREAS, pursuant to the provisions of the Agreement the Company now proposes to cause to be sold, assigned, transferred and set over unto the Trustee, as trustee under the Agreement, for replacement of said destroyed Trust Equipment one (1) 26,000-gallon tank car bearing road No. BN 875074 (hereinafter called the "Additional Equipment"),

NOW, THEREFORE, in consideration of the covenants and promises contained in the Agreement, the Company does hereby assign to the Trustee all its right, title and interest under the contract for the acquisition of the Additional Equipment and the Trustee does hereby let and lease to the Company for the remainder of the term of the Agreement the Additional Equipment, the said assignment by the Company and lease by the Trustee being upon and subject to all the terms and conditions of the Agreement as though the Additional Equipment had been a part of the original Trust Equipment described in the Agreement.

The Company hereby agrees to accept delivery and possession of the Additional Equipment under the Agreement and hereby accepts the terms and conditions upon which the Additional Equipment is leased to it hereunder, and covenants and agrees to abide by each and every such term and condition accordingly to the true intent and purpose thereof.

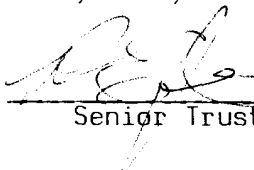
It is understood and agreed that, except as otherwise provided in the Agreement, the title to and ownership of the Additional Equipment shall be reserved to and remain in the Trustee, notwithstanding the delivery of the same to and the possession and use thereof by the Company.

The Trustee shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Supplemental Agreement or the due execution hereof by the Company or for or in respect of the correctness of the recitals of fact contained herein, which recitals are made by the Company.

This Supplemental Agreement may be executed simultaneously, or from time to time, in several counterparts and each counterpart shall constitute a complete original instrument, and it shall not be necessary in making proof of this Supplemental Agreement or any counterpart hereof to produce or account for any of the other counterparts.


IN WITNESS WHEREOF, the Trustee and the Company, pursuant to due corporate authority, have caused these presents to be signed and their respective corporate names and their respective corporate seals to be affixed hereto and attested, as of the day and year first above written.

CITIBANK, N.A., as Trustee

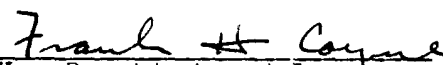
By:   
Senior Trust Officer

(SEAL)

ATTEST:

  
Trust Officer

BURLINGTON NORTHERN INC.

By:   
~~Vice President and Treasurer~~  
Executive Vice President -  
Finance and Administration

(SEAL)

ATTEST:

  
Assistant Secretary

STATE OF NEW YORK     )  
                              )     SS  
COUNTY OF NEW YORK    )

On this 26th day of February, 1981, before me personally appeared Ralph E. Johnson, to me personally known, who being by me duly sworn, says that he is a Senior Trust Officer of Citibank, N.A., that the seal affixed to the foregoing instrument is the corporate seal of said corporation; that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

R. Douglas Hunter

(SEAL)

RECEIVED  
Notary Public for the State of New York  
100-100-100  
Comm. Exp. 12/31/81  
Total Exp. 100.00

STATE OF MINNESOTA )  
 ) SS  
COUNTY OF RAMSEY )

On this 13<sup>th</sup> day of March, 1981, before me personally appeared Frank H. Coyne ~~R. E. Burton, Jr.~~, to me personally known, who being by me duly sworn, says that he is <sup>Executive</sup> Vice President <sup>Finance and Administration</sup> ~~and Treasurer~~ of Burlington Northern Inc., that the seal affixed to the foregoing instrument is the corporate seal of said corporation; that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

(SEAL)

Debbie M. Richie

